

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

GLEN THOMPSON, JR. and GLENN  
THOMPSON, SR.,

Plaintiffs,

vs.

ON-SITE MANAGER, INC.

Defendant.

No.

COMPLAINT FOR FAIR CREDIT  
REPORTING ACT VIOLATIONS

**Part 1: Introduction & Factual Overview**

1.1. Plaintiffs Glenn Patrick Thompson, Jr., and Glen Patrick Thompson, Sr., are father & son. They are currently homeless.

1.2. In June 2015, the plaintiffs applied for rental housing at a property called “The Lodge” in King County, Washington. To consider their application, The Lodge purchased tenant screening reports about the plaintiffs from Defendant On-Site Manager, Inc., a consumer reporting agency, using application fees The Lodge collected from the plaintiffs.

1.3. To prepare the reports, On-Site conducted a computer search of landlord-tenant court records, and located an unlawful detainer action, King County Superior Court No. 11-2-10377-3,

1 which had been filed against a “Patricia Ann Thompson” pertaining to disputed premises at 2917  
2 – 12<sup>th</sup> Ave S., Seattle, WA 98144. On-Site reported this record on both plaintiffs’ tenant-  
3 screening reports as being related to both plaintiffs, and included this record in calculating the  
4 Plaintiffs’ “rental scores.” On-Site recommended to The Lodge that their rental application be  
5 denied, either wholly or in part because of this unlawful detainer record (and the low rental score  
6 that the unlawful detainer record produced).

7 1.4. Rental housing providers that use On-Site tenant screening typically defer to the  
8 recommendations and rental scores they receive from On-Site. Likely for this reason, the  
9 plaintiffs’ application to The Lodge was denied. Their application fees were forfeited and they  
10 were not offered a tenancy.

11 1.5. Neither Glenn Thompson, Jr., nor Glenn Thompson, Sr., knows a Patricia Ann  
12 Thompson, and neither ever lived at the 2917 – 12<sup>th</sup> Ave S. property. The unlawful detainer  
13 record does not belong to them. On information and belief, On-Site improperly matched that  
14 record to the plaintiffs based on similarities in their names.

15 1.6. After being denied admission to The Lodge, the plaintiffs contacted On-Site by  
16 telephone to inquire about the reason their rental application was denied, and were told about the  
17 King County Superior Court No. 11-2-10377-3 unlawful detainer suit. The plaintiffs told On-  
18 Site that record did not belong to them, and the On-Site representative agreed orally to remove  
19 the record from their reports.

20 1.7. It is unknown whether On-Site ever deleted the unlawful detainer records, but the  
21 plaintiffs did not hear from On-Site again thereafter.

22 1.8. Since the plaintiffs were not admitted to rental housing at The Lodge, they continued  
23 searching for rental housing. In July 2015, the Plaintiffs applied to Club Palisades Apartments,  
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1 also in King County, Washington.

2 1.9. Club Palisades also uses On-Site Manager for tenant-screening. As The Lodge had  
3 done, Club Palisades purchased tenant screening reports about the plaintiffs from On-Site, for  
4 use in considering their application. Again, these reports were paid for by application fees The  
5 Lodge collected from the plaintiffs.

6 1.10. As with the June reports, the reports On-Site transmitted to Club Palisades also  
7 listed the King County Superior Court No. 11-2-10377-3 unlawful detainer action as belonging  
8 to the plaintiffs. Club Palisades denied the plaintiffs' application based on the resulting low  
9 rental scores and negative recommendation. Again, the plaintiffs' application fees were forfeited  
10 and they were not offered a tenancy.

11 1.11. After the second denial occurred, the plaintiffs sought legal assistance with this  
12 matter. With the assistance of counsel, the plaintiffs transmitted a written dispute to On-Site  
13 regarding the unlawful detainer record. The plaintiffs asked On-Site to delete the record from  
14 their reports and notify Club Palisades of the corrections.

15 1.12. The Fair Credit Reporting Act requires consumer reporting agencies to reinvestigate  
16 consumer disputes within thirty days and notify consumers of the results within five business  
17 days thereafter. See 15 U.S.C. § 1681i; see also RCW 19.182.090. More than this allowed time  
18 has passed and On-Site made no response to the Plaintiffs' disputes.

19 1.13. Therefore, the plaintiffs now bring this action seeking (i) orders commanding On-  
20 Site to comply with its duties to reinvestigate and correct the plaintiffs' screening reports and to  
21 report corrections to Club Palisades, and (ii) all damages to which they are entitled, costs of suit  
22 and reasonable attorney fees.

**Part 2: Parties, Jurisdiction & Venue**

2.1. Plaintiffs Glenn Patrick Thompson, Jr., and Glen Patrick Thompson, Sr., are natural persons who live in King County, Washington, situated in this District.

2.2. Defendant On-Site Manager, Inc, is a California corporation that carries on continuous and systematic business activities in this District, including the tenant-screening activities at issue in this case.

2.3. On-Site is a “consumer reporting agency” as defined by 15 U.S.C. § 1681a(f) and RCW 19.182.010(5), because On-Site, for monetary fees, regularly engages in the practice of assembling and evaluating information about consumers for the purpose of furnishing consumer reports to third parties (especially residential landlords) and uses means and facilities of interstate commerce in preparing and furnishing its reports.

2.4. This Court has subject matter jurisdiction over the plaintiffs’ federal Fair Credit Reporting Act claims under 28 U.S.C. § 1331. The Court has supplemental jurisdiction over the plaintiffs’ state Fair Credit Reporting Act claims under 28 U.S.C. § 1367, as those claims arise from a common nucleus of operative facts.

2.5. Venue is appropriate in this District because the substantial events giving rise to this action took place in this District. See 28 U.S.C. § 1391(b).

**Part 4. Claims/Causes of Action**

**A. Failure to follow reasonable procedures in preparing consumer reports**

4.A.1. Defendant On-Site Manager falsely reported to The Lodge that the plaintiffs had been sued for unlawful detainer in 2011 and that a judgment had been entered against them. This improper report caused or substantially contributed to the denial of the plaintiffs’ rental application at The Lodge.

1           4.A.2. On-Site Manager made those inaccurate reports because, in violation of the federal  
2 and Washington Fair Credit Reporting Acts, On-Site failed to establish or follow reasonable  
3 procedures to avoid improperly attributing unlawful detainer case records to rental applicants.  
4 See 15 U.S.C. § 1681e(b) (requiring a consumer reporting agency, whenever it prepares a  
5 consumer report, to “follow reasonable procedures to assure maximum possible accuracy of the  
6 information concerning the individual about whom the report relates.”); see RCW 19.182.060(2)  
7 (same).

8           4.A.3. On-Site again failed to follow reasonable procedures to assure the maximum  
9 possible accuracy of the consumer reports it prepared about the plaintiffs and sent to Club  
10 Palisades in July 2015. This again resulted in On-Site falsely reporting to a residential landlord,  
11 Club Palisades, that the plaintiffs had been sued for unlawful detainer in 2011 and had a  
12 judgment entered against them. This improper report caused or substantially contributed to the  
13 denial of the plaintiffs’ rental application at Club Palisades.

14           4.A.4. On-Site’s failure to follow reasonable procedures to avoid mismatching unlawful  
15 detainer records to applicants with similar names as the actual defendants was willful. If not  
16 willful, it was at least negligent.

17           4.A.5. On-Site’s improper credit reporting activities occur within the scope of trade or  
18 commerce and affect the public interest because On-Site is a large national company that makes  
19 tenant-screening reports about a great many Washington rental applicants on a daily basis.

20           **B. Failure to properly reinvestigate and follow up with consumer disputes**

21           4.B.1. In early June 2015, the plaintiffs disputed the accuracy of information the  
22 consumer reports On-Site had made to The Lodge about them—in particular, they denied having  
23 been sued for unlawful detainer in King County Superior Court No. 11-2-10377-3 or having  
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1 resided at the 2917 – 12<sup>th</sup> Ave S. property.

2 4.B.2. Despite receiving this dispute, in late July 2015 (i.e., more than thirty days later)  
3 On-Site again reported—this time to Club Palisades Apartments—that the King County Superior  
4 Court unlawful detainer case, No. 11-2-10377-3, was connected to the plaintiffs.

5 4.B.3. Within 30 days of receiving the plaintiffs’ June 2015 dispute, On-Site needed to  
6 “conduct a reasonable reinvestigation to determine whether the disputed information [was]  
7 inaccurate and record the current status of the disputed information, or delete the item from the  
8 file.” 15 U.S.C. § 1681i(a)(1); see also RCW 19.182.090(1).

9 4.B.4. It is unknown what actions On-Site took or did not take in response to the June  
10 2015 dispute; however, because the King County unlawful detainer case records appeared on the  
11 plaintiffs’ screening reports again more than 30 days later, three basic possibilities are true:

12 a. Contrary to 15 U.S.C. § 1681i(a)(1) and RCW 19.182.090(1), On-Site did not  
13 conduct a reasonable reinvestigation of the disputed unlawful detainer information, and  
14 thus unreasonably “verified” that the records belonged to the plaintiffs; or

15 b. Contrary to 15 U.S.C. § 1681i(a)(5) and RCW 19.182.090(5), On-Site failed to  
16 verify that the unlawful detainer records belonged to the plaintiffs, yet unlawfully failed  
17 to delete the records from their reports; or

18 c. Contrary to 15 U.S.C. § 1681i(a)(5)(C), On-Site did delete the unlawful  
19 detainer records from the plaintiffs reports, but failed to follow reasonable procedures to  
20 prevent the deleted records from reappearing in the plaintiffs’ reports.

21 4.B.5. On-Site also failed to make important disclosures to which the plaintiffs were  
22 entitled in connection with their June 2015 dispute, such as notice of the results of the  
23 reinvestigation (if any), notice of any changes made to their reports as a result of the dispute and  
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1 reinvestigation, or notice of their right to have On-Site inform The Lodge about any corrections.  
2 See 15 U.S.C. § 1681i(a)(6); see RCW 19.182.090(7-8).

3 4.B.6. If On-Site did delete the unlawful detainer records after the plaintiffs' June 2015  
4 dispute, then On-Site failed to give required notice to the plaintiffs before reinserting those  
5 records. See 15 U.S.C. § 1681i(a)(5)(B)(ii); see RCW 19.182.090(5)(b)(ii). On-Site also  
6 reinserted the records without obtaining certification from the King County Superior Court that  
7 the information was complete and accurate. See 15 U.S.C. § 1681i(a)(5)(B)(i); see RCW  
8 19.182.090(5)(b)(i).

9 4.B.7. On-Site did not respond to the July 2015 dispute; thus, it is unknown whether On-  
10 Site conducted any reinvestigation or deleted any information from the plaintiffs' files within 30  
11 days of receiving that dispute. If On-Site did not conduct any reinvestigation, then On-Site  
12 violated its basic duty to reinvestigate the disputed information under 15 U.S.C. § 1681i(a)(1)  
13 and RCW 19.182.090(1). If On-Site did conduct a reinvestigation, then On-Site violated its  
14 obligation to report the results of that reinvestigation and make appropriate disclosures under 15  
15 U.S.C. § 1681i(a)(6) and RCW 19.182.090(7-8).

16 4.B.8. On-Site's failures to properly reinvestigate the plaintiffs' consumer disputes, delete  
17 or correct improper information, or make required to disclosures to the plaintiffs or relevant  
18 third-parties (such as The Lodge or Club Palisades) prevented them from obtaining rental  
19 housing at The Lodge or Club Palisades or other properties that use On-Site for tenant-screening.

20 4.B.9. On-Site's improper methods for reinvestigating and following-up with consumer  
21 disputes occur within the scope of trade or commerce and affect the public interest because On-  
22 Site is a large national company that makes tenant-screening reports about a great many  
23 Washington rental applicants on a daily basis.  
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1 4.B.10. On-Site's failures to properly reinvestigate the plaintiffs' consumer disputes,  
2 delete or correct improper information, or make required to disclosures to the plaintiffs or  
3 relevant third-parties (such as The Lodge or Club Palisades) were willful. If not willful, these  
4 violations were at least negligent.

5 **Part 5. Relief Requested**

6 5.1. Under RCW 19.182.150 and RCW 19.86.090, the plaintiffs seek:

- 7 a. An order commanding On-Site forthwith to remove all references to King  
8 County Superior Court No. 11-2-10377-3 from the plaintiffs' consumer files, and to  
9 ensure that item does not reappear in their files;
- 10 b. An order commanding On-Site to cease and desist from violating RCW  
11 19.182.090 by failing to respond to consumer disputes in the manner required by law;
- 12 c. All actual damages they have sustained and continue to sustain;
- 13 d. The statutory damages provided for by RCW 19.182.150 and the maximum  
14 amount of treble damages authorized by RCW 19.86.090; and
- 15 e. All costs and reasonable attorney fees.

16 5.2. 15 U.S.C. §§ 1681n and 1681o, the plaintiffs seek:

- 17 a. All actual damages they have sustained and continue to sustain;
- 18 b. The maximum amount of statutory damages and punitive damages authorized  
19 by 15 U.S.C. § 1681n; and
- 20 c. All costs and reasonable attorney fees

21 5.3. The plaintiffs further requests any and all other relief the court may find appropriate  
22 in the interests of justice.

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Respectfully Submitted this 6<sup>th</sup> day of October, 2015,

**NORTHWEST JUSTICE PROJECT**

/s/Eric Dunn

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